

RESOLUTION NO. 87-90

RESOLUTION OF THE LODI CITY COUNCIL  
APPROVING LETTER AGREEMENT BETWEEN THE CITY OF LODI  
AND THE NORTHERN CALIFORNIA POWER AGENCY  
FOR CONSULTING ENGINEERING SERVICES ON COOPERATIVE  
ANALYSIS OF INTERCONNECTION AT 230 KV WITH  
WESTERN AREA TRANSMISSION SYSTEM NEAR LODI

RESOLVED that the City Council of the City of Lodi does hereby approve Letter Agreement between the City of Lodi and Northern California Power Agency for Consulting Engineering Services on Cooperative Analysis Interconnection at 230 kv with Western Area Transmission System near Lodi.

BE IT FURTHER RESOLVED that the City Council of the City of Lodi does hereby authorize the City Manager and City Clerk to execute the subject Letter Agreement on behalf of the City of Lodi.

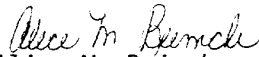
Dated: July 15, 1987

I hereby certify that Resolution No. 87-90 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 15, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid,  
Snider and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

SUBJECT: Letter of Agreement for Services Between The City of Lodi  
and the Northern California Power Agency

The Preamble of the Member Service Agreement states that from time to time, the Northern California Power Agency (NCPA) may provide services relating to the supply of electric power and energy to some or all of the Members upon their request. This Letter Agreement between Lodi (the Member) and NCPA acknowledges such a request for service.

NCPA agrees to provide assistance to the Member as detailed by task in the Appendix C attached hereto. NCPA warrants that all work will be completed in a timely manner and on a best-effort basis. NCPA and the Member agree that the Member may terminate this agreement prior to completion of the tasks described in Appendix C at any time upon five (5) days' written notice to NCPA. The Member agrees to allow access to those records that NCPA deems necessary for successful completion of all tasks.

When the tasks specified in Appendix C are completed, NCPA and the Member will jointly review each task for completeness and acceptability. Member acceptance of the results of each task will release NCPA from further responsibility for the task. NCPA and the Member mutually agree that the Member shall assume any and all responsibility for costs or penalties that may arise from the Member's use of the work, or any part of the work done by NCPA for the Member pursuant to the terms of this Letter Agreement, and the Member shall hold NCPA, its officers, employees, agents, and assigns harmless from the consequences of such use.

NCPA agrees to provide, and the Member agrees to pay within thirty (30) days after presentation thereof, a monthly itemized bill for services, including, but not limited to, the cost of labor, materials, usage of equipment and facilities, and related overhead. Total compensation for services and costs shall not exceed one hundred twenty-five thousand (\$125,000) without further written agreement of the parties.

## APPENDIX C

### Agreement for Project Management Services for Lodi Area Transmission

This Agreement dated \_\_\_\_\_, 1987, by and between the Northern California Power Agency, a joint-powers agency of the State of California, hereinafter called "NCPA", and the City of Lodi, a municipal corporation and a member of NCPA, hereinafter called "Lodi", shall provide for payment to NCPA, by Lodi, for services defined below.

#### Recitals

- A. All electric power supplied to Lodi is currently delivered through the transmission system of the Pacific Gas & Electric Company (PG&E).
- B. Lodi is a member of NCPA and is a signatory to the Interconnection Agreement between PG&E, NCPA, and NCPA member cities.
- C. The Western Area Power Administration (WAPA) operates a 230 kV transmission system within PG&E's control area.
- D. Lodi desires to begin preliminary investigations of an electric interconnection between Lodi and WAPA.
- E. Lodi desires that NCPA coordinate preliminary investigations and the development of a Facilities Development Report (FDR) in order to satisfy state, federal, and WAPA requirements for proceeding with an interconnection between Lodi and WAPA.

#### Task 1 - Contract with Power Engineers

NCPA agrees to enter into a contract with Power Engineers (the "Engineer") on behalf of Lodi for the performance of preliminary investigations and development of an FDR.

Appendix C (Agreement for Project Management Services  
for Lodi Area Transmission)

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Task 2 - Liaison to WAPA

NCPA agrees to coordinate between WAPA, Lodi, and the Engineer in obtaining and transferring data necessary for WAPA and the Engineer to develop an FDR with respect to new 230 kV interconnection to be constructed between WAPA and Lodi.

Task 3 - Other Responsibilities

NCPA agrees to perform the following tasks:

- . Study of economic feasibility of interconnecting WAPA and Lodi.
- . Study of technical feasibility of interconnecting WAPA and Lodi.
- . Investigation of impacts related to the NCPA Combustion Turbine located in Lodi.
- . Investigation of impacts related to Qualifying Facilities within the Lodi system.
- . Assist in negotiations with WAPA regarding Lodi's obligations and costs with respect to the proposed interconnection with WAPA.

Task 4 - Compensation

Lodi shall pay to NCPA an amount not to exceed one hundred twenty-five thousand dollars (\$125,000) without further written agreement of the parties for the services described herein. NCPA shall invoice Lodi monthly for the services performed during the preceding month, which invoices shall be payable within thirty (30) days after receipt. NCPA invoices shall reflect the Lodi Purchase Order Number \_\_\_\_\_. NCPA and Lodi shall use FERC Account Number 416-04-000 to accumulate service costs for accounting purposes.

Dated: July 15, 1987

CITY OF LODI

By

Thomas A. Peterson  
Thomas A. Peterson  
City Manager

NORTHERN CALIFORNIA POWER AGENCY

By \_\_\_\_\_

Attest

Alice M. Reimche  
Alice M. Reimche  
City Clerk

Approved as to form (Original copy on file in the City Clerk's office approved  
as to form by Ronald M. Stein, City Attorney.)

\_\_\_\_\_  
Ronald M. Stein  
City Attorney

RESOLUTION NO. 87-91

RESOLUTION ESTABLISHING A YELLOW LOADING ZONE  
SOUTH OF THE BECHTHOLD CONVALESCENT HOME DRIVEWAY  
AT 610 SOUTH FAIRMONT AVENUE, LODI

RESOLVED that the City Council of the City of Lodi does hereby establish a 20 foot yellow loading zone south of the Bechthold Convalescent Home driveway at 610 South Fairmont Avenue, Lodi, as shown on Exhibit A attached hereto and thereby made a part hereof.

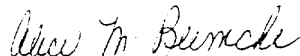
Dated: July 17, 1987

I hereby certify that Resolution No. 87-91 was passed and adopted by the City Council of the City of Lodi in a regular meeting held July 17, 1987 by the following vote:

Ayes: Council Members - Hinchman, Pinkerton, Reid,  
Snider and Olson (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Alice M. Reimche  
City Clerk

# EXHIBIT A



## CITY OF LODI

PUBLIC WORKS DEPARTMENT

Bechthold Convalescent Home  
Loading Zone

20' YELLOW LOADING ZONE

ELIMINATE  
EXISTING 6'  
NO PARKING  
ZONE



FAIRMONT AVE.

driveway

Bechthold  
Convalescent  
Home

entrance

TOKAY ST.

Dr. R.V.	No.	Date	Revision	Appr.	Approved By	
Ch.						
Date 7/87					Public Works Director RCE	Date